

RESOLUTION NO. 2021- 348

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE SECOND OF THREE EASEMENTS FOR UTILITIES NEEDED FOR INSTALLATION OF A SEWER FORCE MAIN CONNECTING DOBBS ROAD AND OLD MOULTRIE ROAD.

RECITALS

WHEREAS, a property owner has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for installation of a sewer force main connecting Dobbs Road and Old Moultrie Road; and

WHEREAS, the sewer force main will be installed within an existing 100 foot St. Johns County water line transmission easement; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B," incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens located within this service area.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

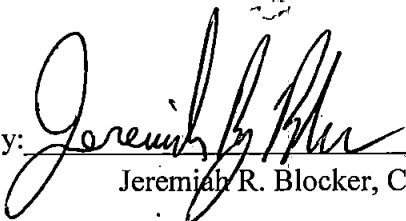
Section 2. The above-described Easement for Utilities, attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17th day of August, 2021.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Jeremiah R. Blocker, Chair

ATTEST:
Brandon J. Patty, Clerk of the Circuit
Court & Comptroller

RENDITION DATE 8/17/21

By: 
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

Prepared By:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

NON-EXCLUSIVE EASEMENT FOR UTILITIES

THIS NON-EXCLUSIVE EASEMENT executed and given this _____ day of _____, 2021 by **SREIT PONCE HARBOR, L.L.C.**, a Delaware limited liability company, with an address of at c/o Starwood Capital Group Global, L.P., 591 West Putnam Avenue, Greenwich, CT 06830, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over, in and upon an existing 100 foot wide easement previously granted to Florida Power & Light Company in Deed Book 192, Pages 399, 401, and 403, all in the Public Records of St. Johns County, Florida, and more particularly described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground sewer utility lines and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

(e) Grantee shall not permit or cause any construction, mechanics', laborers', materialmen's or other similar liens to attach to the Easement Area or Grantor's adjacent property. If, despite the foregoing, Grantee permits or causes any such liens to attach to Easement Area or Grantor's adjacent property, then Grantee shall, at its sole cost and expense, cause such lien or liens to be discharged or bonded over within fifteen (15) business days following notice thereof. If Grantee fails to so discharge or bond over all such liens, Grantor shall have the right to discharge such liens (without any inquiry as to the validity or merits thereof) and any amount paid by Grantor in connection with such action, and all costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) incurred by Grantor in connection therewith shall be paid by Grantee within fifteen (15) days of written demand therefore.

(f) To the extent permitted by law, and subject to all applicable statutory limitations of liability, including, but not limited to, Section 768.28, Florida Statutes, Grantee hereby indemnifies and agrees to defend and hold harmless Grantor

from and against all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels) arising out of or in connection with Grantee's use of the Easement Area. The foregoing shall not be interpreted as a waiver of Grantee's sovereign immunity.

2. SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.


4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

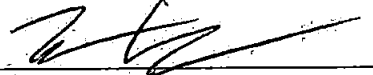
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:



Witness Signature

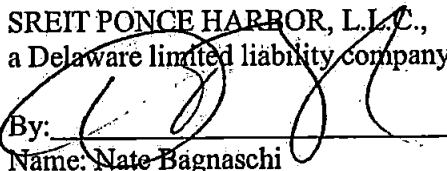
Robert Phillips
Print Name



Witness Signature

Mils Baker
Print Name

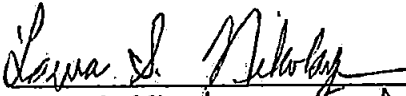
SREIT PONCE HARBOR, L.L.C.,
a Delaware limited liability company

By: 
Name: Nate Bagnaschi
Title: Authorized Signatory

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of July, 2021, by Nate Bagnaschi, on behalf of SREIT PONCE HARBOR, L.L.C., who is personally known to me or has produced license as identification.

(Notary Seal)


Notary Public: Laura S. Nikolayew
My Commission Expires: 4-15-25

LAURA S NIKOLAYEW
NOTARY PUBLIC-STATE OF NEW YORK
No. 01N16279609
Qualified in New York County
My Commission Expires 04-15-2025

EXHIBIT "A"

EASEMENT AREA

A 100 foot wide portion of Section 31 of Township 7 South, Range 30 East, St. Johns County, Florida, and of Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, whose centerline is the centerline of the existing Florida Power and Light Company easement as constructed and in place. This easement is contiguous and immediately adjacent to the North line of the 100 foot roadway easement extended westward that was reserved to Howard Mizell in the deed recorded in OR 200, page 452, Public Records of St. Johns County, Florida.

Said 100 foot wide portion is also described as a 100 foot wide strip of land in Section 31, Township 7 South, Range 30 East, St. Johns County, Florida, and in Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, whose centerline begins at the west margin of State Road 5-A approximately 1,170 feet south of the north line of Section 36, Township 7 South, Range 29 East and runs Westerly a distance of approximately 1,800 feet to the east margin of the F.E.C. Railroad at a point approximately 1,170 feet south of the north line of said Section 36.

Said 100 foot wide portion is also described as a strip of land in Government Lot 1, Section 31, Township 7 South, Range 30 East, and in Government Lot 1 and 2, Section 36, Township 7 South, Range 29 East, all in St. Johns County, Florida said strip of land being 100 feet wide lying 50 feet on each side of the following described centerline: Commence at the intersection of the south line of Section 41, Township 7 South, Range 30 East, with the west line of US Highway 1; thence North 00 degrees 27 minutes 00 seconds East along said west line of US Highway 1, a distance of 1,004.42 feet; thence along the centerline of an existing Florida Power and Light Company Easement and continuing North 89 degrees 33 minutes 10 seconds West, 1,196.87 feet to the west line of County Road C-5A (a 66-foot right-of-way) and point of beginning of the herein described centerline; thence continuing North 89 degrees 33 minutes 10 seconds West, a distance of 1,773 feet, more or less, to the east right-of-way line of the Florida East Coast Railway Company and terminus of said centerline. The bearings herein are referred to the bearing (North 00 degrees 27 minutes East) of the West line of US Highway 1.

In the event of conflict between any of the above legal descriptions, the location of the in place, as constructed, Florida Power and Light easement controls.

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Amended and Restated Multifamily Mortgage, Assignment of Rents and Security Agreement by SREIT Ponce Harbor, L.L.C., a Delaware limited liability company, as Borrower, for the benefit of JLL Real Estate Capital, LLC, formerly known as Jones Lang LaSalle Multifamily, LLC, a Delaware limited liability company, as Lender, dated November 12, 2020, recorded November 16, 2020, in Official Records Book 5099, Page 827, Public Records of St. Johns County, Florida, as assigned by that certain Assignment of Security Instrument by Lender to Federal Home Loan Mortgage Corporation, a United States corporation, as Assignee, dated November 12, 2020, recorded November 16, 2020, in Official Records Book 5099, Page 876, Public Records of St. Johns County, Florida, joins in and consents to the Easement for Utilities, to which this Joinder is attached, by Grantor, SREIT Ponce Harbor, L.L.C., a Delaware limited liability company, to St. Johns County, Florida, a political subdivision of the State of Florida, Grantee.

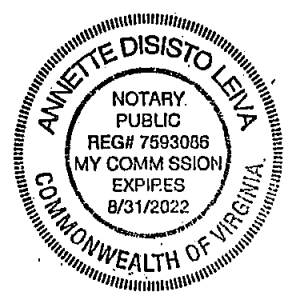
MORTGAGEE:

Federal Home Loan Mortgage Corporation, a United States corporation

By: Gina M. Thompson
Print Name: Gina M. Thompson
Title: Senior Director Asset Management

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of June, 2021 by Gina Thompson as Asst. Treasure of Federal Home Loan Mortgage Corporation, a United States corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Annette Leiva
Notary Public, State of Virginia
My commission expires: 8/31/2022



EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

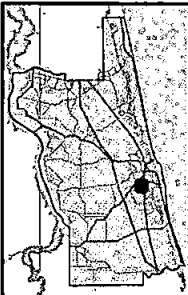
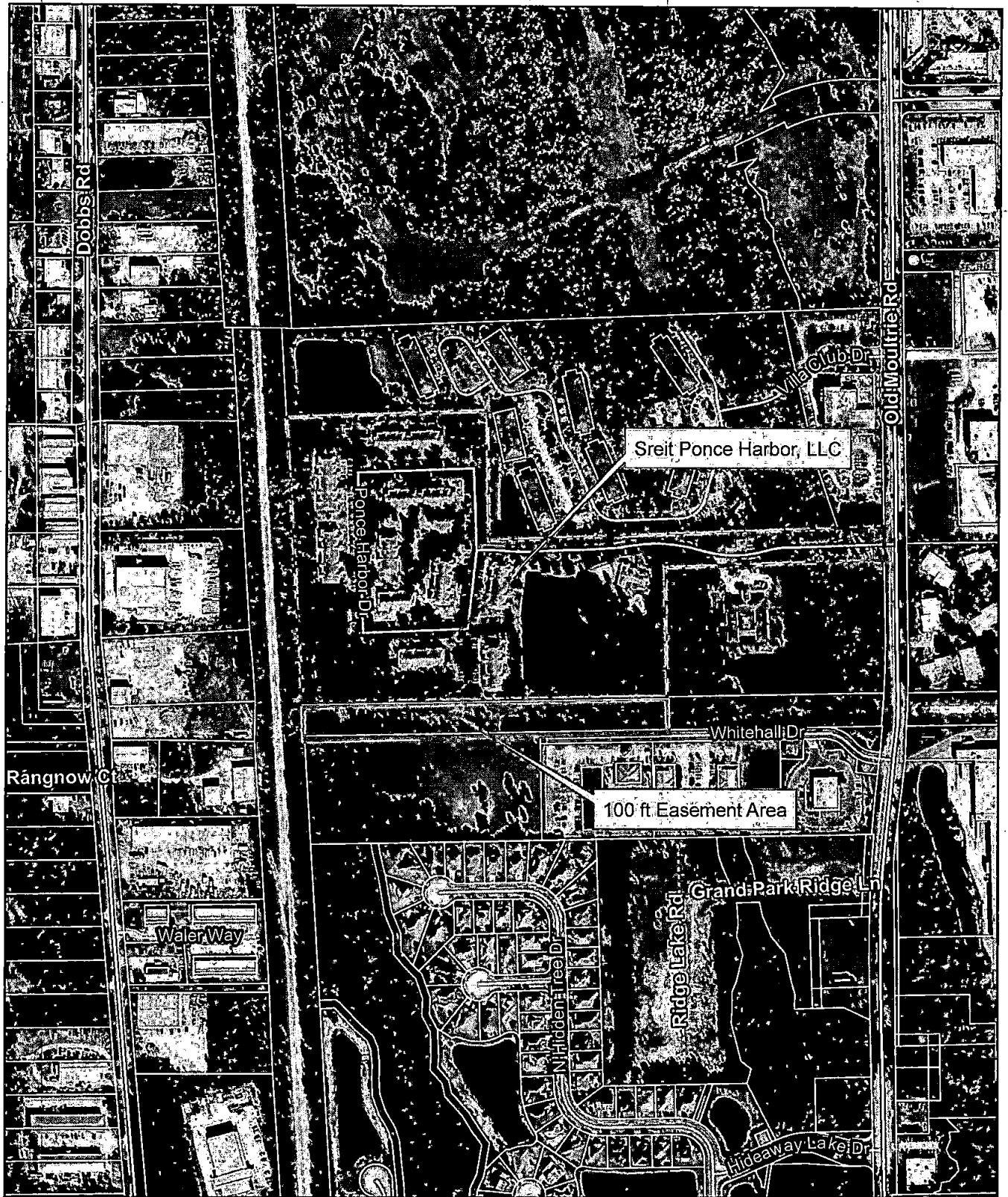
INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Sr. Real Estate Coordinator
FROM: Samuel Schlesinger, Utilities Engineer – Development Group
SUBJECT: Dobbs Road Easement for Utilities
DATE: July 20, 2021

Please present this Easement for Utilities to the Board of County Commissioners (BCC) for final approval and acceptance.

After acceptance by BCC, please provide the Utility Department with a copy of the executed Resolution for our files.

Your support and cooperation as always are greatly appreciated.



2016 Aerial Imagery
 0 150 300
 Feet
 March 23, 2021

Easement for Utilities

Sreit Ponce Harbor, LLC

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

